

## **APPENDIX DA**

## TABLE OF CONTENTS

1.	INTRODUCTION .....	3
2.	SERVICES.....	3
3.	DEFINITIONS .....	3
4.	CALL BRANDING.....	4
5.	DIRECTORY ASSISTANCE (DA) RATE (REFERENCE INFORMATION) .....	5
6.	RESPONSIBILITIES OF THE PARTIES .....	5
7.	METHODS AND PRACTICES .....	6
8.	PRICING.....	6
9.	MONTHLY BILLING.....	6
10.	LIABILITY .....	7
11.	TERMS OF APPENDIX .....	7
12.	APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	7

**APPENDIX DA  
(DIRECTORY ASSISTANCE SERVICE)**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for Requesting Carrier provided by Ameritech Illinois.

**2. SERVICES**

- 2.1 Where technically feasible and/or available, Ameritech will provide the following DA Services:

2.1.1 **DIRECTORY ASSISTANCE (DA)**

A service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to Requesting Carrier's End Users. Requesting Carrier acknowledges that the Federal Communications Commission has issued an order that could affect Ameritech's ability to offer National DA and that Ameritech may have to stop providing National DA at anytime. Requesting Carrier releases Ameritech from any and all claims, costs, damages, liabilities, losses, and expenses (including reasonable attorney fees), if Ameritech stops providing National DA. Requesting Carrier also agrees to indemnify, defend, and hold harmless Ameritech from any and all third party claims, costs, damages, liabilities, losses, and expenses (including reasonable attorney fees), arising from Ameritech decision to stop providing National DA.

2.1.2 **DIRECTORY ASSISTANCE CALL COMPLETION (DACC)**

A service in which a local or an intraLATA call to the requested number is completed on behalf of Requesting Carrier's End User, utilizing an automated voice system or with operator assistance.

**3. DEFINITIONS**

- 3.1 The following terms are defined as set forth below:

3.1.1 **"Call Branding"** -The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each DA Services call.

3.1.2 **"Non-List Telephone Number or DA only Telephone Number"** - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a DA operator.

- 3.1.3 **“Non-Published Number”** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.
- 3.1.4 **“Published Number”** - A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

## 4. CALL BRANDING

- 4.1 Where technically feasible and/or available, Ameritech will brand DA in Requesting Carrier's name based upon the criteria outlined below:
  - 4.1.1 Where Ameritech provides Requesting Carrier's Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where Ameritech is only providing DA service on behalf of the Requesting Carrier, the calls will be branded.
  - 4.1.2 Requesting Carrier's name used in branding calls may be subject to Commission regulations and should match the name in which Requesting Carrier is certified.
  - 4.1.3 Requesting Carrier will provide written specifications of its company name to be used by Ameritech to create Requesting Carrier's specific branding messages for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). Requesting Carrier attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).
  - 4.1.4 A Requesting Carrier purchasing Ameritech's unbundled local switching is responsible for maintaining Requesting Carrier's End User customer records in Ameritech's Line Information Database (LIDB). Requesting Carrier's failure to properly administer customer records in LIDB may result in branding errors.
  - 4.1.5 Branding Load Charges:

An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of Requesting Carrier specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

## **5. DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION**

- 5.1 Where technically feasible and/or available, Ameritech will provide Requesting Carrier DA Rate/Reference Information based upon the criteria outlined below:
  - 5.1.1 Requesting Carrier will furnish DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
  - 5.1.2 Requesting Carrier will inform Ameritech, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. Requesting Carrier acknowledges that it is responsible to provide Ameritech updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.
  - 5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of Requesting Carrier's DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the Requesting Carrier's DA Services Rate or Reference Information.
  - 5.1.4 When an Ameritech Operator receives a rate request from a Requesting Carrier End User, Ameritech will quote the applicable DA rates as provided by Requesting Carrier.
    - 5.1.4.1 In the interim, when an Operator receives a rate request from a Requesting Carrier End User, Ameritech will transfer the Requesting Carrier End User to a customer care number specified by the Requesting Carrier in the OSQ. When Ameritech has the capability to quote specific Requesting Carrier rates and reference information the parties agree that the transfer option will be eliminated.

## **6. RESPONSIBILITIES OF THE PARTIES**

- 6.1 Requesting Carrier agrees that due to customer quality and work force schedule issues, Ameritech will be the sole provider of DA Services for Requesting Carrier's local serving area(s).
- 6.2 Requesting Carrier will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each Ameritech Operator assistance switch. Should Requesting Carrier seek to obtain interexchange DA Service from Ameritech, Requesting Carrier is responsible for ordering the necessary facilities under the appropriate interstate or

intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

- 6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.4 Requesting Carrier will furnish to Ameritech a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 6.5 Requesting Carrier will provide Ameritech updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 6.6 Requesting Carrier will send the DA listing records to Ameritech for inclusion in Ameritech DA database via electronic gateway as described in Appendix WP.
- 6.7 Requesting Carrier agrees that Ameritech may utilize Ameritech's End User's listings contained in Ameritech's directory assistance database in providing existing and future Ameritech directory assistance or DA related services.
- 6.8 Requesting further agrees that Ameritech can release Requesting Carrier's directory assistance listings stored in Ameritech's directory assistance database to competing providers.

## **7. METHODS AND PRACTICES**

- 7.1 Ameritech will provide DA Services to Requesting Carrier's End Users in accordance with Ameritech DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both parties.

## **8. PRICING**

- 8.1 Pricing for DA Services shall be based on the rates specified below. Beyond the specified term of this Appendix, Ameritech may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to Requesting Carrier.

## **9. MONTHLY BILLING**

- 9.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

- 9.2 Ameritech will accumulate and provide Requesting Carrier such data as necessary for Requesting Carrier to bill its End Users.

## **10. LIABILITY**

- 10.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.
- 10.2 Requesting Carrier also agrees to release, defend, indemnify, and hold harmless Ameritech from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by Ameritech employees and equipment associated with provision of DA Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call DA Services.

## **11. TERMS OF APPENDIX**

- 11.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve months, whichever ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 11.2 If Requesting Carrier terminates this Appendix prior to the expiration of the term of this Appendix, Requesting Carrier shall pay Ameritech, within thirty (30) days of the issuance of any bills by Ameritech, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by Ameritech pursuant to this Appendix prior to its termination.

## **12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability;

indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

## 13. PRICING

### 13.1 Directory Assistance

Branding is a one time charge assessed, on a per trunk group per recording basis, for the mechanized front-end branding of Directory Assistance calls.

Call Completion rates apply on a completed call basis. In addition to the charge for Call Completion, normal Directory Assistance charges, and applicable usage charges apply, if the call is completed on the Company's network. If a call is not completed, only the appropriate charge for Directory Assistance Service will apply.

Rates do not include custom routing, unbundled network elements, end office or tandem switching (where requested).

<u>Per Call</u>	<u>Charge</u>	<u>Price</u>	<u>Non-Recurring</u>
	Call Completion, per completed call	\$0.023	
	Branding, per trunk group <sup>1</sup>		\$916.08

Directory Assistance rate per call \$0.35  
(Rate applies to all DA calls, local or within the U.S.)

---

<sup>1</sup> When branding service is provided on a combined toll and assist Operator Service and Directory Assistance trunk group basis, as technically feasible, a single branding charge will apply. The telecommunications carrier is also responsible for the rates applicable to custom routing, transport and any other services or network elements it orders to deliver its traffic to the Company's switch on separate direct trunks.